General Terms and Conditions of the Employee Plus Benefits Scheme

Please note this document constitutes part of your contract of employment and should be read in conjunction with your statement of main terms and conditions of employment.

The Company reserves the following rights in the operation of the Company’s Employee Plus Benefits Scheme:

- To amend the benefits, prices, eligibility and options available each year
- To amend or discontinue Pensions Plus should the Company determine that it is appropriate for it to do so taking into account such matters as it may determine relevant from time to time including changes to UK tax and Nation Insurance Contributions legislation
- To withdraw a benefit e.g. where a supplier is unable to provide a product or the cost of the provision is no longer viable. The Company will try to provide you with as much notice as possible should this happen
- Where the Company is not the provider of a benefit, to change its provider
- To vary or discontinue the choices of benefits available the Company is under no obligation to replace the choices with the same or similar benefits
- To exclude you from a particular benefit on the grounds of reasonable legal, employment and/or health and safety issues
- To exclude you from a benefit if the provider is not the Company and refuses to provide the benefit on offer
- To require you to abide by any provider rules and regulations relating to the provision of a benefit but may not without your explicit written consent reduce your salary in respect of Pensions Plus by a greater percentage than had been agreed or in respect of any other schemes by a greater amount than had been agreed.
- To take no responsibility for errors or omissions and no liability for any claims arising from the information it publicises or matters that may arise with the product or service purchased by you from the providers of the products and services within this scheme other than the Company

Subject to the above, the following rules and regulations shall apply in respect of the Employee Plus Benefits Scheme:

- All employees of the Company are eligible to join Employee Plus
- New starters will be eligible for the scheme from commencement of employment. Some benefits may not, however, be available immediately on joining
- Pensions Plus, the Salary Exchange scheme for pensions is available upon joining the UoY pension scheme. Other salary exchange or voluntary benefits can be selected in the first available monthly election after joining the Company (see the Employee Plus Benefit Selection Timetable at [www.york.ac.uk/commercialservices/employeeplus](http://www.york.ac.uk/commercialservices/employeeplus))
- The frequency and timing of Election Periods is at the Company’s discretion and can vary
- The choices made during the Election Period constitute your benefit selections for a period pre-defined by the Company
- It is not possible to make or amend benefit selections after the close of the Election Period until the next annual election period unless you undergo a pre-defined lifestyle change
- Should you experience one of the Lifestyle Changes, you are entitled to take part in the next monthly election period and to vary your benefits as outlined in the current Lifestyle Changes policy. These lifestyle changes are defined as follows:
  - Marriage or civil partnership
  - Birth or at key stages in the adoption of a child
  - Becoming pregnant/notification of pregnancy or commencement of/return from maternity leave
  - Divorce/legal separation/dissolution of civil partnership
  - Death of a partner or dependant
  - Long-term sick leave
  - Return from long-term sick leave
  - Redundancy of partner
  - The Company initiated changes to contractual terms and conditions
  - Commencement of or return from unpaid leave of greater than three months (adoption, paternity, sabbatical, career break etc.)
  - Commencement of or return from a secondment
  - A significant change in hours
  - Decrease in Notional Salary of 20% or more
  - Leaving the UoY Pension Fund
  - Pensions Plus: Reaching State Pension Age
- Pensions Plus: Change of Grade leading to change of Pension Scheme membership
- Childcare Plus or Nursery Plus: A significant change in childcare circumstance or eligibility for childcare grant for children over three years old
- CycletoWork Plus: Moving home (i.e. closer to the University), theft of bicycle, travel to work lifestyle change, loss of driving licence

- All information displayed pertaining to a benefit is provided and approved by the benefit providers. All information is correct at the time of publication, but can be amended at any time.
- The information published and choices officered within the scheme in no way constitute benefit or financial advice. The Company recommends that you take independent financial advice, as appropriate, when making your choices. Please note that you must meet any costs incurred in gaining financial advice, and settle them directly with the financial advisor.
- The Company reserves the right to amend the Lifestyle Changes and Rules of Employee Plus as required.
- You cannot participate in Salary Exchange if your actual annual salary falls below the Company’s Pay Protection Limit (currently £8200 per annum).
- You cannot participate in Salary Exchange to such a level that your salary is reduced below the National Minimum Wage.
- Your annual salary must be paid in equal amounts over a 12 month period in order to take part in any Salary Exchange scheme.
- All those persons referred to within the scope of these terms and conditions are required to adhere to its terms and conditions. By selecting benefits, you agree that these terms and conditions will be incorporated into your Contract of Employment and your salary will be reduced accordingly.
- Benefits and the payments for them accrue and are taken monthly. Therefore, if you leave the Company prior to the end of the scheme year, monthly membership benefits will cease at the end of your final month. Annual (or longer) benefits will result in a deduction from your final net salary to recoup any outstanding amounts due (e.g. CycletoWork Plus). By completing the election process you agree for this to happen without further permissions being required at that point of time.